

MEMORANDUM OF UNDERSTANDING

THIS MATTER came before the Court on a Rule 16(a)(5) settlement conference conducted September 5, 2013. Plaintiff JOHNNY CHAVEZ was present and represented by counsel, James Baiamonte and Gregory Gaudette. Defendants were present through Rosemary McCourt, In-House Counsel, Department of Public Safety, Adam Aldaz, Risk Management, and Jimmy Glascock, Deputy Chief, New Mexico State Police, and represented by counsel, Allen R. Smith.

I. Consideration and Payment

The Plaintiff and the Defendants hereby agree, contract and stipulate as follows:

In consideration of the sum of \$25,000 to be paid by the State of New Mexico, Plaintiff will forever release and discharge Defendants, their officers, agents and employees of and from all manner of claims, damages and actions which Plaintiff has or may have arising out of or related to allegations of excessive police force, as more specifically asserted in United States District Court for the District of New Mexico No. CIV 12-1012 RHS/LFG. Plaintiff will also release and discharge Defendants, their officers, agents and employees from every other possible claim which the Plaintiff could have asserted against any of them arising out of the same transactions referred to in cause CIV 12-1012 RHS/LFG.

It is expressly understood, acknowledged and agreed by the Plaintiff and Defendants that they will be responsible to pay their own attorneys' fees and costs which have been or may be incurred.

It is expressly understood, acknowledged and agreed by the Plaintiff that acceptance of the above-described payment is in full accord and satisfaction of all claims.

II. Dismissal of Claims Against Individual Defendant

The parties agree that Plaintiff will first dismiss all of his claims and causes of action against Officer Gilberto Salazar. Thereafter the State of New Mexico will settle this case.

III. Release

Defendants shall prepare a release for Plaintiff's review and execution. The release must be executed by Plaintiff prior to receipt of the settlement proceeds.

IV. Confidentiality

The terms of the settlement agreement are confidential, but only to the extent required by New Mexico law. Plaintiff may disclose the fact of settlement, but not the specific terms or conditions of settlement.

V. No Admission of Liability

It is understood and agreed by the Plaintiff and Defendants that this settlement is the result of a compromise of disputed claims, and that participation in the settlement process or payment of settlement monies is not to be construed as an admission of liability. Defendant denies liability and states that the case is being settled due to economic and practical considerations.

VI. Dismissal of Litigation

The Plaintiff and Defendants agree that upon payment of \$25,000, they will execute either a joint motion to dismiss with prejudice, together with a proposed order, or the parties will submit a stipulated Fed. R. Civ. P. 41 dismissal with prejudice.

VII. Authority of Settling Parties

The Plaintiff represents and warrants that no other person or entity has any interest in the claims, that Plaintiff has the authority to enter into this settlement agreement. The Plaintiff and Defendants state that they have carefully read this settlement agreement and know and understand the contents and have entered into this agreement willingly and freely.

VIII. Voluntary Settlement

The parties agree that this settlement is a product of negotiation and compromise. The

agreement is entered into voluntarily as a result of a knowing and willful decision, and is not the product of force, coercion or undue influence.



IX. Entire Agreement

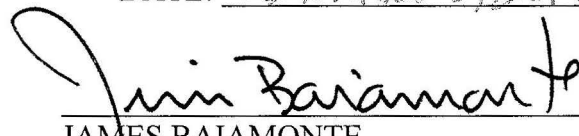
This reflects the parties' understanding, save for the release contemplated in subparagraph III, and sets out the entire agreement between the Plaintiff and Defendants. There have been no other representations, agreements, arrangements or understandings, oral or written, concerning matters between the Plaintiff and Defendants.

X. Persons Bound


This settlement agreement and the terms, covenants, conditions, provisions, obligations, rights and benefits, shall be binding upon and shall inure to the benefit of the Plaintiff and Defendants and their agents, assigns and representatives.

DATE: September 5, 2013



JOHNNY CHAVEZ

GREGORY GAUDETTE
Attorney for Plaintiff


JAMES BAIAMONTE
Attorney for Plaintiff


ROSEMARY McCOURT, In-House Counsel
Department of Public Safety


ADAM ALDAZ, Risk Management


JIMMY GLASCOCK, Deputy Chief
New Mexico State Police


ALLEN R. SMITH
Attorney for Defendants